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Westlaw® Subscriber Agreement



AGREEMENT entered into between Circuit City Stores, Inc. ("Subscriber") and WEST, a Thomson business ("West") regarding Westlaw, its computer assisted legal research service, as follows:

1. License.

a. **Grant.** Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party databases, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use Data made available on Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided with respect to certain Data, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

b. **Limitations.** Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. **Rights In Data.** Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

d. **Additional Terms.** Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms in writing or online. Additional Terms may be modified effective upon West giving Subscriber notice (in writing or online) of the modification. By using Features governed by Additional Terms, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

2. **West Proprietary Data** Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of the Subscriber Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to

external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. **West Legal Directory™.** Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. **Public Records Databases.** Public records databases consist of third party public records databases and filings as identified in the Westlaw Directory ("Public Records Databases"). Subscriber shall not use Public Records Databases in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation, including without limitation the Fair Credit Reporting Act (15 U.S.C.A. § 1681 et seq.). Subscriber certifies that it will not use any credit information obtained by it from Public Records Databases as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, or for governmental licenses. Subscriber acknowledges that driver license Data accessed via Westlaw is subject to the Driver Protection Privacy Act (18 U.S.C.A. § 2721 et seq.) and related state laws and regulations. By accessing driver license Data, Subscriber acknowledges that from time to time, West and its providers and/or various states may inquire as to Subscriber's compliance with applicable laws. Subscriber agrees to cooperate with said inquiry, subject to any attorney-client confidentiality.

5. **Charges and Modification of Charges.** Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan elected by Subscriber or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days of receipt. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

6. Westlaw Software and westlaw.com™.

a. **Westlaw Software.** West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. **westlaw.com.** westlaw.com is an Internet-based service that provides access to Westlaw. West grants Subscriber a non-exclusive, non-transferable, limited license to use westlaw.com (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of westlaw.com nor may Subscriber reproduce all or any portion of the components of westlaw.com. Subscriber may use Data cached in Subscriber's local disk drive solely in support of its use of westlaw.com. Certain software used by Subscriber may not be capable of supporting westlaw.com. The performance of westlaw.com varies with the manufacturer's equipment with which it is used.

7. **Disclaimer of Warranties and Limitation of Liability.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND WESTLAW.COM ARE PROVIDED "AS IS," WITHOUT WARRANTY

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OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR WESTLAW.COM, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (I) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (II) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR WESTLAW.COM, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (III) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber may access Westlaw from additional Subscriber locations upon prior notice of such location. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and westlaw.com by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorized such access and use.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or westlaw.com, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party; provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iii) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written or online notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 810 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1603, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Legal & Regulatory Applications Inc., West Services, Inc. and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, westlaw.com or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

SUBSCRIBER _____

Signature _____

Name (please print) Reginald D. Hedgebeth

Title SVP/General Counsel/Secretary

Date _____

Firm Name Circuit City Stores, Inc.

Address 9950 Mayland Drive

Richmond, Virginia 23233-1464

Contact Mary Louise Roberts

Telephone 804/418-8221

Sales Representative _____

Westlaw PASSWORDS (optional)

* If you need to list additional names, please attach a list.

NAME	PASSWORD
Please Print (last, first)	ISSUE
	YES
	NO

Contact: _____

E-mail address for Westlaw password delivery: _____

IMPORTANT NEWS

Thank You for your business.
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BILLING DETAIL		INVOICE # 818272207 POSTING # 6058941233		PAGE 1	
SUMMARY OF CHARGES	DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT					
DATABASE ALLOCATION		300.00	0.00	0.00	300.00
COMMUNICATION ALLOCATION		0.00	0.00	0.00	0.00
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES		300.00\$	0.00\$	0.00\$	300.00\$
WL SPECIAL OFFER - REGULATIONS PLUS					
DATABASE ALLOCATION		100.00	0.00	0.00	100.00
COMMUNICATION ALLOCATION		0.00	0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES		100.00\$	0.00\$	0.00\$	100.00\$
WL SPECIAL OFFER - LEGALERT & REGALERT					
DATABASE ALLOCATION		500.00	0.00	0.00	500.00
COMMUNICATION ALLOCATION		0.00	0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES		500.00\$	0.00\$	0.00\$	500.00\$
WESTLAW SPECIAL OFFER GC					
DATABASE ALLOCATION		2,361.00	0.00	0.00	2,361.00
COMMUNICATION ALLOCATION		0.00	0.00	0.00	0.00
TOTAL WESTLAW SPECIAL OFFER GC CHARGES		2,361.00\$	0.00\$	0.00\$	2,361.00\$
WL SPECIAL OFFER - BRIEFS					
DATABASE ALLOCATION		300.00	0.00	0.00	300.00
COMMUNICATION ALLOCATION		0.00	0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES		300.00\$	0.00\$	0.00\$	300.00\$
TOTAL SUMMARY OF CHARGES		3,561.00\$	0.00\$	0.00\$	3,561.00\$
OFFER ADJUSTMENT FOR APR,2009 =		3,561.00			
TOTAL WEST INFORMATION CHARGES		3,561.00G	0.00G	0.00G	3,561.00G

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DETAIL OF CHARGES		DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
<u>WL_SPECIAL_OFFER_50 STATE SURVEYS REG & STAT</u>						
TOTAL OFFER INCLUSION CHARGES				0.00T	* * * * *	* * * * *
OFFER ADJUSTMENT FOR APR,2009				300.00	* * * * *	* * * * *
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES				300.00SG		300.00SG
<u>WL_SPECIAL_OFFER - REGULATIONS_PLUS</u>						
TOTAL OFFER INCLUSION CHARGES				0.00T	* * * * *	* * * * *
OFFER ADJUSTMENT FOR APR,2009				100.00	* * * * *	* * * * *
TOTAL WL SPECIAL OFFER - REGULATIONS_PLUS CHARGES				100.00SG		100.00SG
<u>WL_SPECIAL_OFFER - LEGALERT & REGALERT</u>						
TOTAL OFFER INCLUSION CHARGES				0.00T	* * * * *	* * * * *
OFFER ADJUSTMENT FOR APR,2009				500.00	* * * * *	* * * * *
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES				500.00SG		500.00SG
<u>WESTLAW SPECIAL OFFER - LEGALERT & REGALERT</u>						
TOTAL OFFER INCLUSION CHARGES				0.00T	* * * * *	* * * * *
OFFER ADJUSTMENT FOR APR,2009				2,361.00	* * * * *	* * * * *
TOTAL WESTLAW SPECIAL OFFER GC CHARGES				2,361.00SG		2,361.00SG
<u>WL_SPECIAL_OFFER - BRIEFS</u>						
TOTAL OFFER INCLUSION CHARGES				0.00T	* * * * *	* * * * *
OFFER ADJUSTMENT FOR APR,2009				300.00	* * * * *	* * * * *
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES				300.00SG		300.00SG
<u>TOTAL DETAIL OF CHARGES</u>						
TOTAL WEST INFORMATION CHARGES				3,561.00SG		3,561.00SG
				3,561.00G		3,561.00G

IMPORTANT NEWS

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SUMMARY OF CHARGES		DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD
WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT						
DATABASE ALLOCATION				300.00	0.00	300.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES				300.00\$	0.00\$	300.00\$
WL SPECIAL OFFER - REGULATIONS PLUS						
DATABASE ALLOCATION				100.00	0.00	100.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES				100.00\$	0.00\$	100.00\$
WL SPECIAL OFFER - LEGALERT & REGALERT						
DATABASE ALLOCATION				500.00	0.00	500.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES				500.00\$	0.00\$	500.00\$
WESTLAW SPECIAL OFFER GC						
DATABASE ALLOCATION				2,361.00	0.00	2,361.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WESTLAW SPECIAL OFFER GC CHARGES				2,361.00\$	0.00\$	2,361.00\$
WL SPECIAL OFFER - BRIEFS						
DATABASE ALLOCATION				300.00	0.00	300.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES				300.00\$	0.00\$	300.00\$
TOTAL SUMMARY OF CHARGES				3,561.00\$	0.00\$	3,561.00\$
OFFER ADJUSTMENT FOR MAY,2009 =				3,561.00		
TOTAL WEST INFORMATION CHARGES				3,561.00G	0.00G	3,561.00G

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BILLING DETAIL						PAGE 2
						INVOICE # 818456286 POSTING # 6059464290
DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD		
DETAIL OF CHARGES						
WL SPECIAL OFFER - 50 STATE SURVEYS REG & STAT						
TOTAL OFFER INCLUSION CHARGES		0.00T				* * * * *
OFFER ADJUSTMENT FOR MAY,2009		300.00				* * * * *
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES		300.00SG				300.00 SG
WL SPECIAL OFFER - REGULATIONS PLUS						
TOTAL OFFER INCLUSION CHARGES		0.00T				* * * * *
OFFER ADJUSTMENT FOR MAY,2009		100.00				* * * * *
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES		100.00SG				100.00 SG
WL SPECIAL OFFER - LEGALERT & REGALERT						
TOTAL OFFER INCLUSION CHARGES		0.00T				* * * * *
OFFER ADJUSTMENT FOR MAY,2009		500.00				* * * * *
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES		500.00SG				500.00 SG
WESTLAW SPECIAL OFFER GC						
TOTAL OFFER INCLUSION CHARGES		0.00T				* * * * *
OFFER ADJUSTMENT FOR MAY,2009		2,361.00				* * * * *
TOTAL WESTLAW SPECIAL OFFER GC CHARGES		2,361.00SG				2,361.00 SG
WL SPECIAL OFFER - BRIEFS						
TOTAL OFFER INCLUSION CHARGES		0.00T				* * * * *
OFFER ADJUSTMENT FOR MAY,2009		300.00				* * * * *
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES		300.00SG				300.00 SG
TOTAL DETAIL OF CHARGES		3,561.00SG				3,561.00 SG
TOTAL WEST INFORMATION CHARGES		3,561.00G				3,561.00 G

IMPORTANT NEWS

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BILLING DETAIL		INVOICE # 818645392 POSTING # 6060142094		PAGE 1	
DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD	
SUMMARY OF CHARGES					
WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT					
DATABASE ALLOCATION		300.00	0.00	300.00	
COMMUNICATION ALLOCATION		0.00	0.00	0.00	
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES		300.00\$	0.00\$	300.00\$	
WL SPECIAL OFFER - REGULATIONS PLUS					
DATABASE ALLOCATION		100.00	0.00	100.00	
COMMUNICATION ALLOCATION		0.00	0.00	0.00	
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES		100.00\$	0.00\$	100.00\$	
WL SPECIAL OFFER - LEGALERT & REGALERT					
DATABASE ALLOCATION		500.00	0.00	500.00	
COMMUNICATION ALLOCATION		0.00	0.00	0.00	
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES		500.00\$	0.00\$	500.00\$	
WESTLAW SPECIAL OFFER GC					
DATABASE ALLOCATION		2,361.00	0.00	2,361.00	
COMMUNICATION ALLOCATION		0.00	0.00	0.00	
TOTAL WESTLAW SPECIAL OFFER GC CHARGES		2,361.00\$	0.00\$	2,361.00\$	
WL SPECIAL OFFER - BRIEFS					
DATABASE ALLOCATION		300.00	0.00	300.00	
COMMUNICATION ALLOCATION		0.00	0.00	0.00	
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES		300.00\$	0.00\$	300.00\$	
TOTAL SUMMARY OF CHARGES		3,561.00\$	0.00\$	3,561.00\$	
OFFER ADJUSTMENT FOR JUN,2009 =		3,561.00			
TOTAL WEST INFORMATION CHARGES		3,561.00\$	0.00\$	3,561.00\$	

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BILLING DETAIL						PAGE 2
						INVOICE # 818645392 POSTING # 6060142094
DESCRIPTION	UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD		
DETAIL OF CHARGES						
WL SPECIAL OFFER - 50 STATE SURVEYS REG & STAT						
TOTAL OFFER INCLUSION CHARGES		0.00T		* * * * *		
OFFER ADJUSTMENT FOR JUN,2009		300.00		* * * * *		
TOTAL WL SPECIAL OFFER - 50 STATE SURVEYS REG & STAT CHARGES		300.00SG		* * * * *		300.00SG
WL SPECIAL OFFER - REGULATIONS PLUS						
TOTAL OFFER INCLUSION CHARGES		0.00T		* * * * *		
OFFER ADJUSTMENT FOR JUN,2009		100.00		* * * * *		
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES		100.00SG		* * * * *		100.00SG
WL SPECIAL OFFER - LEGALERT & REGALERT						
TOTAL OFFER INCLUSION CHARGES		0.00T		* * * * *		
OFFER ADJUSTMENT FOR JUN,2009		500.00		* * * * *		
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES		500.00SG		* * * * *		500.00SG
WESTLAW SPECIAL OFFER - GC						
TOTAL OFFER INCLUSION CHARGES		0.00T		* * * * *		
OFFER ADJUSTMENT FOR JUN,2009		2,361.00		* * * * *		
TOTAL WESTLAW SPECIAL OFFER - GC CHARGES		2,361.00SG		* * * * *		2,361.00SG
WL SPECIAL OFFER - BRIEFS						
TOTAL OFFER INCLUSION CHARGES		0.00T		* * * * *		
OFFER ADJUSTMENT FOR JUN,2009		300.00		* * * * *		
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TOTAL WEST INFORMATION CHARGES		3,561.00G		* * * * *		3,561.00G

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COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES				100.00\$	0.00\$	100.00\$
WL SPECIAL OFFER - LEGALERT & REGALERT						
DATABASE ALLOCATION				500.00	0.00	500.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES				500.00\$	0.00\$	500.00\$
WESTLAW SPECIAL OFFER GC						
DATABASE ALLOCATION				2,361.00	0.00	2,361.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WESTLAW SPECIAL OFFER GC CHARGES				2,361.00\$	0.00\$	2,361.00\$
WL SPECIAL OFFER - BRIEFS						
DATABASE ALLOCATION				300.00	0.00	300.00
COMMUNICATION ALLOCATION				0.00	0.00	0.00
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES				300.00\$	0.00\$	300.00\$
TOTAL SUMMARY OF CHARGES				3,561.00\$	0.00\$	3,561.00\$
OFFER ADJUSTMENT FOR JULY, 2009 =				3,561.00		
TOTAL WEST INFORMATION CHARGES				3,561.00G	0.00G	3,561.00G

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BILLING DETAIL						PAGE 2
DESCRIPTION		UNITS	CHARGE IN USD	TAX IN USD	TOTAL CHARGE IN USD	
DETAIL OF CHARGES						
WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT						
TOTAL OFFER INCLUSION CHARGES			0.00T	* * * * *		
OFFER ADJUSTMENT FOR JUL,2009			300.00	* * * * *		
TOTAL WL SPECIAL OFFER 50 STATE SURVEYS REG & STAT CHARGES			300.00SG	* * * * *	300.00 SG	
WL SPECIAL OFFER - REGULATIONS PLUS						
TOTAL OFFER INCLUSION CHARGES			0.00T	* * * * *		
OFFER ADJUSTMENT FOR JUL,2009			100.00	* * * * *		
TOTAL WL SPECIAL OFFER - REGULATIONS PLUS CHARGES			100.00SG	* * * * *	100.00 SG	
WL SPECIAL OFFER - LEGALERT & REGALERT						
TOTAL OFFER INCLUSION CHARGES			0.00T	* * * * *		
OFFER ADJUSTMENT FOR JUL,2009			500.00	* * * * *		
TOTAL WL SPECIAL OFFER - LEGALERT & REGALERT CHARGES			500.00SG	* * * * *	500.00 SG	
WESTLAW SPECIAL OFFER GC						
TOTAL OFFER INCLUSION CHARGES			0.00T	* * * * *		
OFFER ADJUSTMENT FOR JUL,2009			2,361.00	* * * * *		
TOTAL WESTLAW SPECIAL OFFER GC CHARGES			2,361.00SG	* * * * *	2,361.00 SG	
WL SPECIAL OFFER - BRIEFS						
TOTAL OFFER INCLUSION CHARGES			0.00T	* * * * *		
OFFER ADJUSTMENT FOR JUL,2009			300.00	* * * * *		
TOTAL WL SPECIAL OFFER - BRIEFS CHARGES			300.00SG	* * * * *	300.00 SG	
TOTAL DETAIL OF CHARGES			3,561.00SG	0.00SG	3,561.00 SG	
TOTAL WEST INFORMATION CHARGES			3,561.00G	0.00G	3,561.00 G	

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MG 1000406438

BILLING ACCOUNT: 1000406438

WEST
Customer Service: (800)328-4880
Accounts Receivable: (800)522-0552
west.customer.service@thomson.com
CIRCUIT CITY STORES INC
MARY LOUISE ROBERTS
LEGAL DEPT
9950 MARYLAND DR 5TH FL
RICHMOND VA 23233-1463

Balance Detail Report

(as of: 08/05/2009)

All Amounts are in USD

REMIT TO:

West Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

INVOICE CREDIT & DELIVERY INFORMATION

Invoice/Credit Date	Posting Number	Date	Delivery#	Description	Charges	Amount	Credits	Aging (Days)
06/01/2009	0818456286	06/04/2009	6059464290	# WEST INFORMATION CHARGES (Usage Period: MAY 01,2009 - MAY 31,2009)	3,561.00			61-90
05/01/2009	0818272207	06/12/2009	6058941233	# Partial Balance - WEST INFORMATION CHARGES (Usage Period: APR 01,2009 - APR 30,2009)	3,121.98			91-180
07/01/2009	0818645392	07/04/2009	6060142094	# WEST INFORMATION CHARGES (Usage Period: JUN 01,2009 - JUN 30,2009)	3,561.00			31-60
08/01/2009	0818837877	08/04/2009	6060662900	# WEST INFORMATION CHARGES (Usage Period: JUL 01,2009 - JUL 31,2009)	3,561.00			Current

TOTAL:	13,804.98	0.00
BALANCE AS OF 08/05/2009: 13,804.98		

AGING SUMMARY

Current	31-60 Days	61-90 Days	91-180 Days	Over 180 Days
3,561.00	3,561.00	3,561.00	3,121.98	0.00

- For a more complete description of all the products included in the charged amount, visit My Account at west.thomson.com/myaccount

MANAGE YOUR ACCOUNT ONLINE!
Balance information and payment options are available 24/7 on "My Account". For more information, visit west.thomson.com/myaccount

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